

# Exhibit 1

Agreement number

1507 0002

Effective date

01/01/2015

Unisys

# Authorized Value Added Reseller Agreement for Computer Products ("Agreement")

THIS AGREEMENT is between:

Name Computer Deductions, Inc. ("Buyer")		
Address 8680 Greenback Lane, Suite 210		
City Orangevale	State CA	ZIP code 95662
Telephone number 916-987-3600	Fax number 916-987-3606	

and Unisys Corporation, 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422 ("Unisys").

## I. Parties

Unisys designs, manufactures and sells computer equipment and related products, develops and licenses computer programs, and provides related services. Buyer is a "Value Added Reseller", as defined herein, of computer systems and related services. Each party represents that it is engaged in the business described herein and that it has all rights and authority to enter into this Agreement and undertake the obligations contained herein.

## II. Scope of this Agreement

Subject to the terms and conditions of this Agreement, including the Exhibits referenced herein and price and policy updates issued by Unisys through written addenda ("Addenda") from time to time, Unisys agrees to sell and Buyer agrees to purchase products and services (as defined herein) during the term of this Agreement.

## III. Entire Agreement

This Agreement, including the Schedules and Exhibits referenced in this Agreement, and any Addenda that may be issued by Unisys from time to time, contain the entire understanding and agreement of the parties with respect to the matters contained in the documents, and supersede any prior oral or written agreements relating to these matters. Unisys may change the terms this Agreement, including changing the Exhibits by issuing Addenda upon at least thirty (30) days prior notice by giving Buyer written notice or by posting to a website made available to Buyer, provided that, if Buyer objects to any such changes, Buyer may terminate this Agreement by giving Unisys written notice before the effective date of the changes. Except as otherwise provided in the immediately preceding sentence, this Agreement may be modified only by a writing signed by an authorized representative of each party.

BUYER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, INCLUDING ALL ATTACHED EXHIBITS, AND THAT IT IS NOT ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN.

## Agreed and Accepted

Unisys Corporation

Buyer

Computer Deductions, Inc.

*Janine Huebner* *July 23, 2015*  
 (Signature) (Date)  
 Janine Huebner  
 Contracts Manager  
 Unisys Corporation  
 (Printed typed name)  
 (Title)

*Thomas J. Calabro*  
 (Signature)  
 Thomas J. Calabro  
 Vice President  
 (Printed typed name)  
 (Title)  
*July 21, 2015*  
 (Date)

*[Handwritten mark]*

**Terms and Conditions****1. Appointment as Authorized Value Added Reseller and Definitions**

(a) By this Agreement, Unisys appoints Buyer as an authorized Value Added Reseller for the computer hardware ("Equipment") and software products ("Software") and standard stylized services ("Standard Stylized Services"), as defined below, which are identified in Exhibit A (collectively, the "Products"). As a Value Added Reseller, Buyer will market the Products (i) only to its commercial end user customers and only in the market categories set forth in Exhibit B, (ii) together with the value-added items specified in Exhibit B, and (iii) in accordance with Buyer's business plan approved by Unisys.

(b) As an authorized Value Added Reseller, Buyer agrees to comply with the instructions, directives, Addenda, policies, procedures and other materials relating to authorized Value Added Resellers distributed by Unisys.

(c) This appointment is non-exclusive and will not prevent Unisys from appointing other resellers of any kind or directly or indirectly marketing the Products (with or without value added) to end user customers.

**(d) BUYER WILL NOT MARKET OR DELIVER PRODUCTS OUTSIDE OF THE UNITED STATES UNLESS BUYER IS SO AUTHORIZED BY UNISYS IN A WRITTEN AMENDMENT TO THIS AGREEMENT.**

**(e) BUYER WILL NOT MARKET OR DELIVER PRODUCTS TO FEDERAL OR STATE OR LOCAL GOVERNMENTS, THEIR DEPARTMENTS, OFFICES OR AGENCIES, UNLESS BUYER IS SO AUTHORIZED BY UNISYS IN A WRITTEN AMENDMENT TO THIS AGREEMENT.**

(f) "Commencement Date" is the start date for ordered support services as defined in Section 15(j), below.

(g) "Premium Support Services" are those optional additional Support Services such as Unisys Support Account Manager (SAM), On-site Support Specialist Services, Remote System Health Check, Support Consulting and Enterprise Multi-Vendor Support Services that may be available to supplement Unisys standard Support Services for an additional charge.

(h) "Standard Stylized Services" are those standard Unisys stylized product installation and related services, including Support Services, for which Unisys publishes standard published prices in its price book, and which Unisys provides directly to end user customers in accordance with the provisions of Unisys end user customer agreements described in Section 9, below.

(i) "Subcontract Services" mean the custom consulting, installation and other services that Buyer may purchase directly from Unisys as a subcontractor to Buyer either on a time and material basis or according to a mutually agreed Statement of Work at such prices agreed to by the parties in the applicable SOW or Order.

(j) Statement of Work ("SOW") means a specific agreed written statement of requirements, tasks, deliverables and associated responsibilities and assumptions defining the scope of ordered Subcontract Services and associated charges incorporated in an Order (as defined below).

(k) "Services" mean any Subcontract Services and Standard Stylized Services provided hereunder.

(l) "Support Services" mean the Unisys Stylized Services for the support and maintenance of Equipment and Software according to Unisys standard support plan descriptions.

(m) "Value Added Reseller" or "VAR" as used in this Agreement means a purchaser which, in the normal course of its business, adds substantial functional or value enhancements to the

products and services purchased or licensed, such as application software, custom programming, specialized installation, training or support services and distributes such enhanced products and services through a direct sales force to end user customers only.

**2. Orders, Delivery and Acceptance**

(a) All orders issued by Buyer will be in writing, will refer to this Agreement, and will be forwarded to Unisys. Purchase orders are for the purpose of identifying types and quantities of Equipment and/or Software Products to be shipped and Services to be delivered and requesting delivery times. Buyer's orders must reference, and in the absence of such reference, will be deemed to reference this Agreement and only the terms of this Agreement will apply to such orders. Any additional terms and conditions contained on any purchase order or other Buyer documents are of no force or effect, and Unisys hereby gives notice of objection to such additional terms. Only orders accepted by Unisys ("Order(s)") will bind Unisys. Unisys may accept or reject any orders. The receipt or deposit by Unisys of a down payment received from Buyer will not constitute acceptance; any down payment received will be returned if the order is not accepted. Each order must conform to the requirements of this Agreement and any applicable Addenda.

(b) If Buyer wishes to reschedule or otherwise change an Order, Buyer must provide written notice at least thirty (30) days prior to the scheduled shipment or commencement of delivery. Unisys may accept or reject such change requests in its sole discretion, Unisys may impose a reasonable cancellation, rescheduling, or change fee in accordance with its then current policies.

(c) Delivery dates in Orders or acknowledgments are estimates only. Unisys will not be liable for late delivery. Unisys may make partial deliveries of Buyer's Orders, which deliveries will be invoiced and paid when due without regard for subsequent deliveries.

(d) Unisys will package and ship Equipment and Software Products in accordance with its standard practices. Delivery will be by means selected by Unisys. Unisys will deliver ordered Products only to Buyer designated locations specified in its order in the fifty (50) United States and the District of Columbia. Title to Equipment will pass to Buyer on shipment. Risk of loss and damage for Equipment and Software Products will pass to Buyer upon delivery.

(e) Unisys may allocate Products among its resellers and other customers if its stocks are inadequate to meet demand. Any such allocation will be taken into consideration in determining Buyer's performance against purchase forecasts for discount adjustment purposes.

(f) Unisys makes no commitment to offer any Unisys products or services to Buyer other than the Products specified in Exhibit A. Unisys reserves the right to change, add or delete the Products in Exhibit A on thirty (30) days written or electronic notice to Buyer and to change its style numbers and list prices for any of the Products at any time.

(g) In addition to the Standard Stylized Services identified in Exhibit A, Buyer may order Unisys Subcontract Services in support of any designated end user customer by submitting a written order referencing this Agreement that either specifies the applicable number of hours and labor category and agreed upon rate or which references and incorporates as an attachment a mutually agreed upon Statement of Work for fixed price Subcontract Services.

(h) Unisys will not provide Services or deliver Equipment or Software Products outside of the United States.



(i) Before placing each Order for Products, Buyer will notify Unisys in writing whether it will also be ordering Support Services for resale to the end user. Buyer will also notify Unisys in writing prior to or at the time of placement of an Order for Products if the end user declined purchasing Unisys maintenance through the Buyer, and if so, whether the end user wishes to contract with Unisys directly for the maintenance.

### 3. Purchase Forecasts, Business Plan, Reports and Records

(a) Within thirty (30) days of execution of this Agreement, Buyer will submit to Unisys its written business plan ("Business Plan") describing agreed annual and calendar quarter purchase forecasts for Buyer. During the term of this Agreement, Buyer will submit to Unisys an updated purchase forecast every January 1st and June 1st. Buyer shall use its best efforts, but shall not be obligated to purchase Products in accordance with its forecast.

(b) In the event that Buyer and Unisys fail to agree as to the form and/or content of Buyer's forecasts or Business Plan, either party shall have the right to terminate this Agreement upon thirty (30) days written notice.

(c) Buyer will submit to Unisys financial reports and other financial data as may be reasonably requested by Unisys, and will retain for two years its accounts, agreements and other business records relating to the Products. Buyer will permit Unisys, upon reasonable notice during normal business hours, to examine such reports, financial data and records for the limited purposes of analyzing Buyer's financial condition and verifying its compliance with the terms of this Agreement.

### 4. Prices and Discounts

(a) Prices for Products and documentation will be Unisys commercial list price in effect on the date Unisys accepts Buyer's order (or in the case of renewals, on the date Unisys invoices Buyer for the renewal), less the discount, if any, specified in Exhibit A. Unisys may revise its list prices for Products and its rates for Subcontract Services at any time. Unisys will give Buyer at least thirty (30) days prior written or electronic notice of any revisions of applicable discounts, its time and materials Subcontract Services rates or with respect to the removal of any Products from Exhibit A.

(b) Unisys may change Support Services charges on each anniversary of the Commencement Date upon ninety (90) days prior written notice to Buyer. Unisys may charge Buyer time and material rates for support service on Products that are not identified by the manufacturer's style and model number on the Order for Support Services or for service on enrolled Products that are outside the scope of the contracted Support Services. (c) Any list price decreases will apply to orders shipped after the effective date of such decrease.

(d) Any list price increase will apply to orders received after its effective date and to all orders received before its effective date but scheduled for delivery more than sixty (60) days after such date. In the event of an increase in prices by Unisys, Buyer may cancel an affected order prior to shipment or commencement of performance, in the case of Services.

(e) Prices do not include, and Buyer is responsible for, any sales, withholding, use, inventory, value added and similar taxes, including property tax for Products, Subcontract Services and other items. Unless otherwise specified in an Addendum, prices are F.O.B. point of shipment to Buyer. Buyer will pay all transportation, insurance, warehousing and other costs related to the delivery of Products and other items.

(f) Unisys will inform Buyer as to the current list prices for Products. Unisys will have no control, however, over Buyer's resale prices and Buyer may market Products at any prices it may determine.

### 5. Payment Terms and Security Interest

(a) Unless an Order includes a different billing schedule, Unisys will invoice Buyer for (i) Equipment and Software Products upon shipment, (ii) Support Services and other recurring charges (other than usage charges), annually in advance, except that Support Services charges for Metered Software will be invoiced and payable in advance for the entire Term of Usage, and (iii) usage charges and charges for other Services as incurred or as Unisys provides the Services. Charges for change, rescheduling or cancellation fees, and for other items or services will be invoiced as incurred. Unisys will invoice Buyer for Ordered Support Services for Metered Software for the entire term of Support Services in advance. Buyer will also pay any applicable Unisys charges (such as travel, and lodging as applicable).

(b) Buyer shall pay all invoiced amounts within thirty (30) days from the date of invoice. Unisys reserves the right to change payment terms at any time on written notice to Buyer if in Unisys opinion Buyer's financial condition or payment record so warrant.

(c) Unisys may impose a late payment charge equal to the lesser of (i) 1-1/2% per month of the outstanding amount due or (ii) the maximum rate allowed by law. If Buyer becomes delinquent in the payment of any amount due, Unisys may suspend performance under this Agreement.

(d) Buyer hereby grants and Unisys reserves a purchase money security interest in each item of Equipment and other item purchased hereunder, and in any proceeds thereof including accounts receivable, for the amount of the purchase price. If so requested by Unisys, Buyer will sign any documents necessary to enable Unisys to perfect such security interest. In the alternative, Unisys may file a copy of this Agreement as a financing statement to perfect this interest. Full payment of the purchase price of the Equipment Product will release the security interest on that Product. Any security interest held by Unisys will survive the termination or cancellation of this Agreement.

### 6. Obligations of Buyer

(a) Buyer will actively promote and market the Products in accordance with Buyer's then-current and approved Business Plan.

(b) On an ongoing basis Buyer will (i) maintain a qualified sales staff of appropriate size, experienced in computer applications, and knowledgeable in the Products and related items; (ii) provide end user customers with technical support and training in the Products by qualified personnel; and (iii) if applicable, provide adequate and attractive facilities for the display and demonstration of Products with appropriate software and available documentation.

(c) Immediately upon receipt, Buyer will notify Unisys of any legal or other notices that may affect Unisys or its licensors or vendors and will promptly respond to any complaints regarding Products by its end user customers.

(d) Buyer will market Products only pursuant to terms that are consistent with the terms of this Agreement.

(e) The products and deliverables Buyer markets in conjunction with the Unisys Products are Year 2000 ready. A product (for example, a machine or program) or a deliverable is Year 2000 Ready if the product or deliverable, when used in accordance with its associated documentation, is capable of correctly processing, providing and/ agrees or receiving date data within and between the twentieth and twenty-first centuries, provided that all products used with the product or deliverable properly exchange accurate date data with it.

(f) Buyer will independently determine that any Products and Services ordered under this Agreement meet its and end user customer's requirements.

(g) Buyer shall have sole responsibility for operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for the intended use of the Products and Services.

(h) Buyer will ensure that its end user customer personnel are, at all times, educated and trained on the Products and that the Products are used in accordance with applicable Unisys manuals and instructions. Buyer will ensure that end user customers maintain backup data necessary to replace critical end user data in the event of loss or damage to such data from any cause, and will indemnify Unisys against claims made possible by its failure to do so. Unisys has no responsibility for lost or damaged data from any cause.

(i) Buyer shall maintain during the term of this Agreement:

(i) Worker's Compensation (statutory), including Employers Liability, with limits of at least Five Hundred Thousand Dollars (\$500,000);

(ii) Commercial Automobile Insurance with a combined single limit of at least Two Million Dollars (\$2,000,000) covering all owned, non-owned and hired autos; and

(iii) Commercial General Liability Insurance, including Broad Form Property Damage, Contractual Liability and Completed Operations with a combined single limit of at least Two Million Dollars (\$2,000,000) for bodily injury, death, or property damage arising from any one occurrence.

All insurance policies required under this section, except for Worker's Compensation and Employer's Liability, shall name Unisys as an additional insured and shall provide that coverage may not be cancelled or materially amended without at least thirty (30) days' prior written notice to Unisys. Buyer shall furnish certificates or adequate proof of the foregoing insurance prior to performance of any of its marketing activities under this Agreement. The provisions of this paragraph shall survive any termination of this Agreement.

(j) Buyer acknowledges that it has reviewed and agrees to comply with the Unisys Business Partner Code of Business Conduct in its performance of this Agreement. Exhibit C is the current Unisys Business Partner Code of Business Conduct, which may be updated from time to time by Unisys by posting at <http://www.app3.unisys.com/offers/poterm/code.asp>, and any such updates shall be deemed incorporated in this Agreement by reference.

(k) Buyer will make no representations with respect to Unisys Products that have not been approved in advance by Unisys in writing. Buyer will defend and indemnify Unisys against any claims made by end users based upon Buyer representations that have not been so approved by Unisys.

(l) Buyer shall be solely responsible for the preparation of any agreements between it and its end user customers and for the acceptance, performance and administration of, including collection of any payments due to Buyer under, its agreements with end user customers for the Products it resells hereunder.

## 7. Obligations of Unisys

(a) Unisys will make available to Buyer's sales and technical staff available training and related materials regarding Product use and support and end user customer training upon request. Availability and details (including charges, if any) for such training will be as specified in Unisys then-current published policies.

(b) Unisys will, upon reasonable request by Buyer, provide Buyer with a reasonable quantity of available brochures, sales promotion material or non-proprietary Product descriptions for use in marketing the Products at no charge.

(c) Upon Buyer's reasonable request, Unisys will provide reasonable technical support to Buyer regarding the Products to help facilitate Buyer sales. Such support will be provided subject to availability of Unisys resources and may be subject to additional charges.

(d) For each Order for Support Services for resale to an end user, Unisys will provide the end user with the Ordered Support Services in accordance with its standard support plan descriptions and terms. If Buyer orders Support Services for resale to an end user, Buyer must provide to Unisys with its Order an end user signed License, Warranty Registration and Services Agreement Form, # 4305 3164- (version 010 or later) or end user signed Supplemental Schedule referencing an existing end user signed Unisys License, Warranty Registration and Services Agreement by a Unisys assigned agreement #, in each case, with completed and attached Product Schedule(s), a Support Services Addendum, and completed and attached Support Services Schedule(s).

## 8. Warranties and Disclaimers

(a) Unisys warrants that each Unisys branded Equipment Product delivered by Unisys to Buyer will be free from defects in material and workmanship and will substantially conform to relevant Unisys published specifications including, if applicable, any designation of Year 2000 Readiness, during the VAR Warranty Period, subject to the limitations in (c) below. Equipment Products (i) may be newly manufactured, (ii) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (iii) may have been previously installed. Unless otherwise specified in an Addendum, the VAR Warranty Period for a new Equipment Product is ninety (90) days following the date of shipment of the Equipment Product by Unisys to Buyer.

(b) During the VAR Warranty Period, Unisys will repair or replace any Unisys brand Equipment Product, or part or component thereof, which Unisys determines was defective in material or workmanship or, at Unisys option, issue a credit to Buyer for the purchase price of such Equipment Product paid by Buyer.

(c) This warranty does not apply to any Product which (i) has been altered, except by Unisys or under Unisys direction; (ii) has not been handled, installed, maintained, or operated in accordance with Unisys instructions; or (iii) has been damaged by accident, misuse, negligence, or external factors such as failure or fluctuation of electrical power or air conditioning, fire, flood, or interconnection with non Unisys products.

(d) Unisys will endeavor to provide Ordered Subcontract Services on a timely basis subject to availability of qualified personnel and the difficulty and scope of the services to be provided.

(e) Unisys makes no warranties to Buyer regarding Software or Standard Stylized Services.

(f) Unisys may modify its warranty policies with respect to any Product(s) at any time upon thirty (30) days written or electronic notice to Buyer.

(g) Warranties of Products to end user customers, if any, will be as stated in the applicable end user customer agreement described in Section 9. Buyer shall make no other warranty to end user customers for Unisys Products or Services.

**(h) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR IN UNISYS WARRANTIES TO END USER CUSTOMERS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND ALL PRODUCTS, SERVICES AND OTHER ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. UNISYS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS**

**FOR A PARTICULAR PURPOSE AS TO BOTH UNISYS AND NON UNISYS PRODUCTS. ANY WARRANTIES MADE TO BUYER UNDER THIS AGREEMENT EXTEND SOLELY TO BUYER. ANY WARRANTIES TO END USER CUSTOMERS UNDER THIS AGREEMENT AND UNDER END USER CUSTOMER AGREEMENTS PROVIDED PURSUANT TO SECTION 9 EXTEND SOLELY TO END USER CUSTOMERS.**

#### **9. Unisys End User Customer Agreements**

(a) Unisys will provide Buyer with Unisys end user License, Warranty Registration and Service Agreement form # 4305 3164 (version 010 or later) (or, if available, a link to Unisys website where such agreements are available) and related forms described in section 7 containing provisions relating to Software licensing, Support Services, Standard Stylized Services, and Product warranty. Buyer shall make no changes to the provisions of such agreements or forms.

(b) Buyer will make its end user customers aware of the terms and conditions of Unisys end user customer agreements and will obtain a signed end user customer agreement from each such end user customer prior to placing an order with Unisys for Products. Buyer will forward to Unisys with its order to Unisys for any Products one copy of the signed end user customer agreement. Buyer shall maintain an original of the signed agreement in its files for at least five (5) years. If Unisys notifies Buyer in writing that it makes end user customer agreement(s) available on line for acceptance by the end user electronically, Buyer may satisfy the requirements in this paragraph (b) by giving the end user Unisys provided instructions for accessing and accepting the terms of the Unisys agreements that Unisys makes available on line for acceptance.

(c) Neither party shall have the right nor shall it incur any obligation or liability other than on its own behalf. Buyer shall not hold itself out or advise itself as the agent, partner, joint venture or franchisee of Unisys and shall do business solely under its own trade name.

#### **10. Limitations of Liability and Indemnification**

**(A) BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHER LEGAL THEORY, WILL BE THOSE PROVIDED IN THIS AGREEMENT.**

**(B) IN NO EVENT WILL UNISYS BE LIABLE FOR (I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF GOODWILL OR OTHER DIMINUTION IN THE VALUE OF BUYER'S BUSINESS, REVENUES, PROFITS OR SAVINGS, EVEN IF UNISYS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, (II) LOST DATA, OR (III) CLAIMS, DEMANDS OR ACTIONS AGAINST BUYER BY ANY PERSON EXCEPT AS PROVIDED IN SECTION 11. EXCEPT FOR CLAIMS ARISING OUT OF UNISYS OBLIGATIONS UNDER SECTION 11, UNISYS LIABILITY FOR ANY AND ALL CAUSES, WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY BUYER FOR THE SPECIFIC PRODUCT(S), SERVICE(S) OR OTHER ITEM(S) GIVING RISE TO THE CLAIM.**

Notwithstanding the foregoing, Unisys agrees to defend and indemnify Buyer against third party claims for damage to tangible property (but not loss or damage to information or data) or bodily injury, including death, to the extent directly caused by the negligent acts or omissions of Unisys.

(c) Except for the remedies provided to Buyer in this Agreement, Buyer will defend, indemnify and hold Unisys harmless against any claims, costs, damages and liabilities arising out of or in any way connected with (i) any breach of this Agreement by Buyer, its employees or agents and others (except Unisys) and (ii) any claim by end user customers or other third parties with respect to Buyer's products or other non Unisys products provided, recommended or referred by Buyer (including the value added items specified in Exhibit B) or recommended, referred or introduced to Buyer as provided in (d) below. Such indemnification will include all reasonable legal fees and other costs incurred by Unisys in defending any such claims. Termination or cancellation of this Agreement will not affect Buyer's indemnification obligations.

(d) Unisys may direct Buyer to third parties having products that may be of interest to Buyer for marketing or use in conjunction with the Products. Notwithstanding any Unisys recommendation, referral or introduction, Buyer will independently investigate and test third party products and will have sole responsibility for determining suitability for marketing or use of third party products. Unisys has no liability with respect to claims relating to or arising from marketing or use of third party products.

(e) Unisys Software licensors and Services providers shall have no liability with respect to any claim of Buyer or a third party on account of, resulting from, or arising out of the use of any Software or Services Product provided by such licensor or provider or derived from such licensor's software or services. Unisys Software licensors shall have no obligation to furnish any assistance, information or documentation with respect to any software Product.

#### **11. Patent, Copyright and Trade Secret Indemnification**

(a) Unisys, at its own expense, will defend and indemnify Buyer against claims that Unisys brand Equipment and Software Products furnished under this Agreement infringe a United States patent or copyright or are subject to claims of misappropriation of trade secrets protected under United States law, provided Buyer (i) gives Unisys prompt written notice of such claims pursuant to Section 17, (ii) permits Unisys to defend or settle the claims, and (iii) provides all reasonable assistance to Unisys in defending or settling the claims.

(b) As to any Product which is or, in the opinion of Unisys, may become subject to a claim of infringement or misappropriation, Unisys may elect to (i) obtain the right of continued remarketing and use of such Product for Buyer or (ii) replace or modify such Product to avoid such claim. If neither alternative is, in the opinion of Unisys, available on commercially reasonable terms, then, Buyer, at the request of Unisys, will discontinue remarketing such Products and return to Unisys any such Equipment or Software Products in Buyer's inventory and Unisys will grant a credit for the price paid to Unisys (less a reasonable offset for use and obsolescence, if any) for such returned Products.

(c) Unisys will not defend or indemnify Buyer if any claim of infringement or misappropriation (i) is asserted by a parent, subsidiary or affiliate of Buyer, (ii) results from design or alteration of any Product by Buyer or any third party, or (iii) results from use of any Product in combination with any non Unisys product. Notwithstanding the foregoing, Unisys shall have no liability for any claim of infringement or misappropriation based solely on open source Software or third party Software contained in any Unisys Product.

(d) This Section 11 states the entire liability of Unisys and Buyer's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.



## 12. Software Products and Services

(a) The Products may include software (and its media), Equipment, Standard Stylized Services, and available documentation related to Software and Equipment and Services. Software Products may be provided as part of a given Equipment Product at no charge or provided separately subject to an additional charge. Ordered Software Products and Services will be provided by Unisys or Unisys licensors or service providers, as applicable.

(b) Title to all Software Products supplied to Buyer by Unisys under this Agreement will remain with Unisys or its licensors and Buyer will acquire no rights to any Software Product except to the extent Buyer acquires the right to use Software Products from Unisys as an end user customer, in which case it will be bound by the applicable end user customer agreement.

(c) Buyer will have a personal, non-transferable and non-exclusive right to distribute the Software Products only to its end user customers which have agreed to the appropriate Unisys end user customer agreement as provided in Section 9.

(d) Buyer may not make copies of the Software Products, but may distribute to end user customers Software Products furnished to Buyer by Unisys. The name(s) of the Software Product(s) and any proprietary rights notices appearing on such copies may not be deleted or altered.

(e) Unisys may modify the terms and conditions of its end user customer agreements for the Product(s) at any time upon written or electronic notice to Buyer.

(f) Charges payable by Buyer to Unisys for certain Software and Services may require variable payments based on the number of users or usage. Buyer will comply with Unisys reporting requirements for determining the number of users or other applicable usage measures and the payment for such variable charges.

(g) Unisys may assign, reassign and substitute personnel at any time and may provide the same or similar services and materials to other clients.

(h) Subcontract Services supplied by Unisys under this Agreement are provided to assist Buyer and its end user customers. Buyer and its end user customers, not Unisys, will be responsible for determining objectives and obtaining the desired results.

(i) Any ideas, concepts, know-how, data processing techniques, software or documentation developed by Unisys, personnel (along or jointly with Buyer) in connection with Services will be the exclusive property of Unisys.

(j) Buyer agrees to be bound by and comply with the terms of all instructions, directions, policies, procedures, Addenda and other materials relating to Unisys Software and Stylized Services Products provided hereunder and generally disseminated periodically to resellers purchasing such Products and Services for resale pursuant to agreements similar to this Agreement. Such materials will be considered a part of this Agreement.

## 13. Trademarks and Trade Names; Advertising

(a) As an Authorized Value Added Reseller, Buyer shall have the right to use the legend "Authorized Value Added Reseller - Unisys Computer Products" in signs, advertising, correspondence, proposals or other materials provided that such legend appears in type smaller and less prominent than Buyer's own name or mark.

(b) Unisys will provide Buyer with formats for use by Buyer in advertising and promoting the Products. In using the formats, Buyer will comply with all related instructions provided by Unisys.

In addition, Unisys will provide Buyer with written guidelines to assist Buyer in developing other advertising and promotional programs and materials for the Products. Except as otherwise provided in an Addendum or other Unisys policies, all such programs and materials must be submitted to and approved in writing by Unisys (except as to price and terms of sale Buyer intends to offer) before use.

(c) No right or license is granted by Unisys to Buyer to use Unisys trademarks or trade names except as they appear on the Products marketed by Buyer or as authorized by Unisys in advertising or promoting those products. Buyer will not affix any Unisys trademarks, logos or trade names to any products and will not disturb any legend, notice, label, plate, designation of any Unisys trademark, logo or trade name or serial number on Products.

(d) Buyer will not include Unisys trademarks or trade names in any name under which Buyer does business.

## 14. Protection of Confidential Information

(a) "Confidential Information" means software, documentation, and any information confidential to the disclosing party, its licensors or customers. Each party will keep in confidence and protect the other's Confidential Information from disclosure to third parties and restrict its use as provided in this Agreement.

(b) Any information containing Confidential Information shall be in writing and marked with an appropriate legend designating such material as proprietary at the time of its disclosure. If Confidential Information is to be disclosed in other than tangible form, then at the time of its disclosure, the disclosing party shall inform the other party that such information is confidential and shall subsequently reduce such information to writing appropriately marked as set forth above and delivered to the other party within twenty (20) days after its disclosure. Despite a party's failure to mark or identify and confirm the confidential nature of information according to the provision above, each party shall protect as confidential information any information that it knows or should know is confidential based on the nature of the information and the facts and circumstances of its disclosure.

(c) The obligations of the parties stated in Section 14 shall not apply to Confidential Information: (1) already known by or available to a receiving party or its affiliate(s) at the time of disclosure; (2) independently generated by a receiving party or its affiliate(s) and not derived from the Confidential Information supplied by the disclosing party; (3) which is now or may later become known or available to the public, except where such knowledge or availability is the result of an unauthorized disclosure by a receiving party; (4) disclosed to receiving party or its affiliate(s) without a similar restriction by a third party who has the right to make such disclosure; (5) made available by a disclosing party to a third party without a similar restriction; or (6) required to be disclosed by a receiving party or its affiliate(s) by law, regulation, court order or other legal process.

(d) Each party hereunder understands that a receiving party may currently or in the future be developing information internally or receiving information from others that may be similar to the disclosing party's Confidential Information. Nothing in this Agreement shall be construed as a representation that a receiving party will not develop products or systems for itself or for others that may compete with or be similar to the products or systems contemplated by the disclosing party's Confidential Information so long as the disclosing party's Confidential Information is not improperly used.

(e) The obligations of a receiving party with respect to the Confidential Information of the disclosing party shall cease two (2) years from the date of the disclosure of the Confidential

Information, except in the case of: (1) Software, for which Buyer's obligations shall continue until the occurrence of any of the circumstances described in Section 14(c), and (2) personal information, for which each party's obligations shall continue as long as such personal information remains subject to applicable data protection and privacy law.. Each party's obligations under this Section 14 shall survive termination or cancellation of this Agreement.

## 15. Term, Termination and Cancellation

(a) This Agreement will begin on the Effective Date specified on the first page of this Agreement and continue in effect unless canceled or terminated as provided below.

(b) Either Unisys or Buyer may terminate this Agreement without cause at any time upon ninety (90) days prior written notice.

(c) Except as provided in Sections 15(d) and 15(e), if either party breaches this Agreement, the other may cancel it upon thirty (30) days' notice unless the breach is cured within the notice period.

(d) Unisys may cancel this Agreement at any time upon written notice without providing Buyer with an opportunity to cure if Buyer breaches any of its obligations under Sections 12, 13, 14 or 17.

(e) If Buyer fails to make any payment that is delinquent hereunder within (10) days of receipt of written notice from Unisys, Unisys, without prejudice to any other remedies, may suspend Services, Product deliveries or cancel this Agreement or any Order under this Agreement at any time thereafter by giving written notice to Buyer.

(f) If Buyer fails to comply with any provision of Section 1, Unisys may rescind Buyer's appointment as an Authorized VAR, immediately revoke Buyer's authorization to represent itself as an Authorized Value Added Reseller, and cancel this Agreement for breach in accordance with Section 15(c).

(g) Except with respect to cancellation of this Agreement or an Order by Unisys under Section 15(e), the cancellation, or termination of this Agreement shall not terminate the parties' obligations with respect to any Orders accepted by Unisys prior to the effective date of the termination, and the parties' obligations with respect to such Orders shall survive termination or cancellation of this Agreement. If there are orders outstanding on the effective date of termination or cancellation, such orders will be subject to the discretion of Unisys to acceptance, rejection or performance as if this Agreement remained in force. Payment terms for orders accepted after the date of notice of termination or cancellation will be as specified by Unisys.

(h) Upon the effective date of termination or cancellation (i) Buyer will pay Unisys for all Products and Services delivered irrespective of the date of delivery and all other amounts then owed Unisys, (ii) Unisys may elect to repurchase from Buyer at Buyer's cost, all or any part of the Products remaining in Buyer's inventory, and (iii) Buyer will discontinue use of its designation as an Authorized Value Added Reseller of Unisys.

(i) No damages (whether direct, consequential, special or incidental and including expenditures and loss of profit and goodwill or other diminution in the value of Buyer's business), indemnities or other compensation will be due or payable to Buyer by reason of termination or cancellation of this Agreement.

(j) Unless specified otherwise on the Order or accompanying End User License, Warranty Registration and Services Agreement, ordered Support Services for a Product will commence, (i) for the initial Order for Support Services for the Product, the latest of the date the Product is shipped by Unisys or downloaded by or for the end user or the date Unisys accepts an Order for Support Services, or (ii) for renewals and extensions, the anniversary of the commencement date of the initial Order for Support Services under (i) above (the "Commencement Date"). Products subsequently

added to a system already enrolled under Support Services must be enrolled at the same service level as the system to which it is attached. Unless otherwise specified in the Order, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products.

(k) Unisys may terminate Support Services, modify Service Elements, Service Plans or discontinue Support Services for Products upon the earlier of (a) ninety (90) days prior notice via written notification or posting by Unisys at its support website: [www.service.unisys.com](http://www.service.unisys.com) or (b) at the expiration of the then-current term, whether the Initial Term or any renewal or extension of the Initial Term, for those Support Services.

**(L) FOLLOWING THE INITIAL TERM, SUPPORT SERVICES WILL CONTINUE ON AN ANNUAL RENEWAL BASIS AT UNISYS THEN-CURRENT LIST PRICES, LESS ANY APPLICABLE DISCOUNTS AS SPECIFIED IN EXHIBIT A, UNTIL TERMINATED OR CANCELED ACCORDING TO THE TERMS OF THE AGREEMENT. BUYER IS SOLELY RESPONSIBLE FOR COLLECTING ITS FEES FOR THE RESALE OF THE SUPPORT SERVICES AND FOR ANY RENEWALS FROM ITS CUSTOMERS.**

**UNISYS OR BUYER MAY TERMINATE ANY ORDERED SUPPORT SERVICES UPON EXPIRATION OF THE APPLICABLE TERM UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE.**

## 16. Dispute Resolution

(a) **Disputes and Demands** - Any claim or controversy related to or arising out of this Agreement whether in contract or in tort ("**Dispute**"), will be resolved on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the Dispute and the amount involved ("**Demand**").

(b) **Negotiation and Mediation** - After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved within forty-five (45) days after receipt of a Demand, either party may start mandatory non-binding mediation before a single mediator under the Commercial Mediation Rules of the American Arbitration Association (AAA). Unless the parties have agreed to waive mediation, mediation must be commenced prior to beginning any further dispute resolution proceedings.

(c) **Arbitration** - If the parties have (i) commenced the mediation procedures in 16(b) and do not have an agreed resolution within forty-five (45) days or (ii) agreed in writing to waive the requirement for mandatory mediation, then either party may start binding arbitration under the Commercial Arbitration Rules of the AAA in Philadelphia. The arbitration will be before one arbitrator; however, before the selection of the arbitrator, a party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three-arbitrator panel. The arbitrator(s) will be selected from a panel of persons having experience with and knowledge of electronic computers and the information services business, and at least one of the arbitrators selected will be an attorney. No statements by, or communication between, the parties during negotiation or mediation, or both, under Section 16(b) above, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other monetary relief not measured by the prevailing party's actual direct damages (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. Each party shall bear its internal expenses and its attorney's fees and expenses.



(d) **Court** - Nothing in this Section 16 will preclude a party's recourse to a court of competent jurisdiction to: (i) enforce the terms of, or an arbitration award under, this Section; (ii) seek temporary equitable relief necessary to protect its interests; or (iii) recover specific property, including an action in replevin.

(e) **Time Limit** - Neither arbitration under this Section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued, except if a Demand is made within seventy-five (75) days before the end of this two (2) year period, either party shall have the right to start arbitration under this Agreement without regard to the timeframes specified in section 16(b) and (c), provided they shall continue to follow the process for dispute resolution set forth above.

(f) **Confidentiality** - Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties, except to their auditor(s), tax advisors, and attorneys or except as required by law.

## 17. Other Provisions

(a) **THE FORMATION, PERFORMANCE, AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE COMMONWEALTH OF PENNSYLVANIA.**

(b) The relationship of Unisys and Buyer under this Agreement is that of supplier and customer only and neither is authorized to act as the agent of the other. No franchise is intended or created by the relationship of Unisys and Buyer under this Agreement.

(c) Any failure or delay by Unisys in exercising any right or remedy will not constitute a waiver. The waiver of any one default will not waive subsequent defaults of the same or different kind.

(d) Neither party will be liable for any failure to fulfill its obligations when due to causes beyond its reasonable control including, without limitation, the bankruptcy of any supplier or commercial impossibility.

(e) Products provided under this Agreement may be subject to U.S. and other government import and export control regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). Buyer shall comply with all applicable laws and regulations including, but not limited to, privacy and data protection laws, anti-bribery laws, and those laws and regulations relating to the import, use, disclosure, export or re-export of the Products and

Services. Buyer shall not, nor shall Buyer encourage or permit others to, interfere with or alter any initialization system, encryption techniques, or license authentication techniques. Buyer shall indemnify, defend and hold harmless Unisys for any claimed or actual violation of law or any other obligation under this Agreement. Buyer will not engage in any deceptive, misleading, unethical or improper practices that may reflect adversely on Unisys or the Products; and shall comply, and require all of its representatives to comply with Unisys Code of Ethics and Business Conduct.

(f) This Agreement or any right or obligation under it may not be assigned by Buyer. Any such assignment or attempted assignment shall be void. A change in control or ownership of Buyer (or its parent or any affiliated companies) or sale of all or substantially all of the assets of Buyer will be deemed an assignment.

(g) All notices required by this Agreement to be given to Buyer will be sent to its address on the first page of this Agreement. Notices required by Section 11 to be given to Unisys will be sent by certified or registered mail addressed to

Office of General Counsel  
Unisys Corporation  
801 Lakeview Drive, Suite 100  
Blue Bell, PA 19422

Requests for information relating to the filing of security interests and all other notices to Unisys will be sent to:

Unisys Corporation  
801 Lakeview Drive, Suite 100  
Blue Bell, PA 19422  
Attn: Shared Services Front Desk -TCIS NA Channel Partner Sales

(h) Each provision of this Agreement is severable and if one or more provisions are declared invalid, the remaining provisions of the Agreement will remain in full force and effect.

(i) Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled. The rights or duties relating to protection of Confidential Information, indemnities, security interests, or compliance with export regulations will survive termination or cancellation of this Agreement.

Unisys

# Authorized Value Added Reseller Agreement

## Exhibit A

### Listing of Products, Services & Discounts

Check if in Scope	Product Category	Sub Category	Discount	Comments
<input type="checkbox"/>	ES 3000 Servers	Hardware & Software	15%	
<input type="checkbox"/>	ES 5000 Servers	Hardware	20%	
		Software	15%	
<input type="checkbox"/>	ES 7000 Enterprise Servers	Hardware & Software	15%	
		Recover Point Hardware/SFW	25%	
<input type="checkbox"/>	Infrastructure Management Suite Software	uAdapt	12%	
		uChargeback	12%	
		uOrchestrate	12%	
<input type="checkbox"/>	ClearPath	Libra Series HW	21%	
		Libra Series SW	19%	
		LX Laptop Series SW (IOE/IE Only)	28%	
		Dorado Series HW	21%	
		Dorado Series SW	17%	
		All Subscriptions (SSU's)	5%	
<input type="checkbox"/>	Disk & Tapes	DSI Hardware and Software	20%	
<input type="checkbox"/>	EMC			<b>Incentive Program/Registered Deal Discounts.</b> With prior approval of Unisys for deals meeting Unisys/EMC requirements for new deal registration or other incentive programs, the following alternative discounts may be available. Contact your Unisys PRE for a deal registration form. These "Deal Registration" discounts are subject to Unisys prior approval and are valid only for individually approved transactions.
		<b>Standard Configuration</b>	Std Disc. No incentives	
		VNXe3100	14%	22%
		VNX5100	14%	22%
		VNX5300	14%	22%
		VNX5500	14%	25%
		<b>VMax HW(Symm)</b>	40%	40%
		VMax SW	30%	30%
		DLm	40%	40%
		Data Domain	19%	30%
	<b>Other Software:</b>			
<input type="checkbox"/>	Enterprise Output Manager (EOM)		20%	
<input type="checkbox"/>	ICE		20%	
<input type="checkbox"/>	BIS:	For ES Systems	20%	<b>Incentive Program</b> —for sales of BIS software licenses to new customers who have not previously licensed BIS, there will be an additional 10% discount (for a total discount of 30%) off the initial order for the Software license only (the additional does not apply to any renewals, maintenance or SSUs).
		For other than ES	Same as system SW	
<input type="checkbox"/>	EAE & AB Suite	For ES Systems	30%	
		For all Unisys systems other than ES Systems	Same as system SW	

Check if in Scope	Product Category	Sub Category	Discount	Comments
	<b>SERVICES</b>			
<input type="checkbox"/>	Standard Stylized Services (other than Maintenance/Support Services and Premium Support Services)	Standard stylized product installation and related services (Unisys styles only), excluding maintenance/Support Services and Premium Support Services, subcontracted services and third party services	15%	Discounts do not apply to third party styles/services. All custom services are subject to quote. All pricing is exclusive of travel expenses, which are billed based on actual expenses and not subject to discount.
<input type="checkbox"/>	Support Services			
		Support Services (9X5 plans) except for Storage Products*	5%	Discount for Orders for Support Services for Qualified Products for resale only
		Support Services (24X7 plans) except for Storage Products	10%	Discount for Orders for Support Services for Qualified Products for resale only
		Support Services for Storage Products	5%	Discount for Orders for Support Services for Qualified Products for resale only
		Premium Support Services**	15%	Discount for Orders for Support Services for Qualified Products for resale only

\* Storage products include EMC products and disk and tape products

\*\*Premium Support Services are those optional additional services such as Unisys Support Account Manager (SAM), On-site Support Specialist Services, Remote System Health Check, Support Consulting and Enterprise Multi-Vendor Support Services that may be available to supplement Unisys standard Support Services for an additional charge.



UNISYS

Authorized Value Added Reseller Agreement

Exhibit B

Agreement Number

1 5 0 7 0 0 0 2

Value Added Items

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Please list the specific software functionality and/or other enhancements VAR will be adding to Unisys Products (by product line if appropriate):

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Market Categories

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Please list the specific markets and geographies VAR will target:



UNISYS

## Authorized Value Added Reseller Agreement

Agreement number

Exhibit C – Unisys Code of Ethics  
and Business Conduct

15070002

**Comply with applicable laws, rules, regulations and Unisys policies.**

As a Unisys business partner, you must comply with all applicable laws, rules and regulations in every country, state or locality where you do business. You must not commit an act in violation of applicable laws or this Unisys Business Partner Code of Business Conduct, or directly or indirectly instruct, encourage or facilitate others to do so, for any reason.

**Avoid conflicts of interest.**

Unisys business partners must avoid relationships, arrangements, investments or situations in which there is an actual or potential conflict of interest between the Unisys business partner's commitments to Unisys and its other business interests. If such conflicts or potential conflicts cannot be avoided, the Unisys business partner must promptly disclose the nature and scope of the conflict or potential conflict to Unisys. The existence of conflicts of interest may necessitate a termination of the business relationship.

**Maintain accurate books and records.**

All payments and other transactions related to the business relationship between Unisys and the Unisys business partner must be properly authorized and be timely and accurately recorded in accordance with generally accepted accounting principles and established accounting policies.

**Deal honestly and fairly with others.**

Unisys business partners must deal honestly and fairly with Unisys and its customers, partners, and suppliers.

**Bribery is prohibited.**

Unisys business partners must use only lawful and ethical practices in business dealings. Unisys business partners must not make or offer bribes, kickbacks, payoffs or any other form of improper payments. Unisys business partners must comply with all anti-bribery laws, including the U. S. Foreign Corrupt Practices Act (the FCPA), the U.K. Bribery Act, and any other anti-bribery laws in the jurisdictions where you do business.

In accordance with anti-bribery laws, Unisys business partners must not directly or indirectly give, offer, or promise an improper payment to others for the purpose of obtaining an improper business advantage or to influence any person inappropriately. Improper payments can include, among other things, providing excessive or frequent business courtesies (such as meals, entertainment and gifts), making charitable donations, paying travel expenses or making facilitating payments. Unisys business partners are prohibited from making improper payments to both public sector and commercial sector customers, public officials, and prospective customers.

**Gifts, entertainment and other business courtesies.**

While exchanging business courtesies for the purpose of creating good will and promoting sound business relationships is a common and accepted practice, it is important that it be done in a careful and measured way.

**Providing gifts, entertainment or other business courtesies.**

Business courtesies should be reasonable in amount, appropriate, infrequent, and in accordance with customary and accepted business practices and with applicable laws, regulations and policies. Careful attention should be given to the frequency of business courtesies given to the same individual to avoid the appearance of impropriety. Many public sector customers prohibit their employees from accepting any business courtesies or severely limit what can be accepted. Private sector customers also may have internal guidelines restricting employees' acceptance of business courtesies. Unisys business partners must be mindful of applicable customer restrictions.

**Charging of costs/timecard reporting.**

Unisys business partners working with government or public sector customers must use special care to ensure that hours worked and costs incurred are accurately recorded and applied to the contract or project for which they were incurred. No cost may be billed to a contract with any government or governmental entity if the cost is not allowed by law or the terms of the contract.

**Protect confidential information.**

**Unisys confidential information.**

Unisys business partners should take appropriate steps to ensure that any Unisys confidential information is safeguarded against unauthorized access, use or disclosure.

**Confidential information of others.**

Just as we endeavor to protect our information, other companies do so as well. In undertaking joint business activities with Unisys, Unisys business partners may not solicit, receive or use any confidential information belonging to others without proper authorization. Confidential information of others, rightfully received, should be handled with at least the same degree of care to avoid loss, misuse or unauthorized disclosure of such information as is applied to Unisys business partner's confidential information of a similar kind.

**Privacy protection of personal data.**

Personal data is any information that can be used directly or indirectly to identify a specific living individual (including without limitation, information such as an individual's name, address, phone number, E-mail address, employee number, Social Security number, national identifier or credit card number). Unisys is committed to complying with the Unisys Global Privacy Policy on Personal Data. Unisys business partners are required to be responsible for understanding what personal data they are handling and ensuring that such handling complies with applicable law, contractual agreements and the Unisys Global Privacy Policy, <http://www.unisys.com/unisys/privacy-policy.html>.

**Responsibility to promptly report potential or suspected violations.**

Unisys business partners have a responsibility to report promptly any suspected, potential or actual violation of this Unisys Business Partner Code of Business Conduct that could affect the business relationship with Unisys to the Unisys Corporate Ethics Office. The issue should be reported even if you believe the issue may have been resolved or if you are not sure whether it constitutes a violation. You may contact the Corporate Ethics Office on a confidential basis without fear of retaliation.

**Contacting the Ethics Office.**

**U.S. Locations**

Ethics Helpline: 1-800-732-3247

Direct: 1-215-986-7765

**Non U.S. Locations**

Ethics Helpline: +1-215-986-7765

E-Mail Address [EthicsOfficer@unisys.com](mailto:EthicsOfficer@unisys.com)

**Mail Address** Corporate Ethics Office  
Unisys Corporation  
801 Lakeview Drive, Suite 100  
Blue Bell, PA 19422  
U.S.A.

The Unisys Business Partner code of Business Conduct may be updated from time to time by Unisys by posting at <http://www.app3.unisys.com/offering/poterm/code.asp>, and any such updates shall be deemed incorporated in this Agreement by reference





15070002

Unisys

## State and Local Government Supplement to Unisys Reseller Agreement

Effective as of the date of last signature below, this Supplement amends the Authorized Value Added Reseller Agreement for Computer Products referenced by the Agreement # above, (the "Agreement") between Unisys Corporation ("Unisys") and Computer Deductions, Inc. ("Buyer")

### I. Scope of this Supplement

(a) Unisys and Buyer have entered into the above-referenced Agreement. Buyer wishes to remarket Products to certain entities of State and Local Governments (hereinafter referred to as "Government"), and Unisys is willing to authorize such remarketing subject to the terms and conditions of the Agreement and this Supplement, including all Schedules.

(b) Buyer agrees to remarket the Products specified in Schedule A only to the Government entities set forth in Schedule A and in the Geographical Areas set forth in Schedule A for each of the Government entities, in accordance with Buyer's State Government Business Plan approved by Unisys and attached as Schedule B hereto. This Supplement does not authorize Buyer to remarket and Buyer agrees not to remarket Products to any federal government entity. Notwithstanding anything to the contrary herein, this Supplement does not authorize Buyer to remarket and Buyer agrees not to remarket Products in direct response to any Government general services Information Technology "Schedule", catalog type procurement for Unisys products. Buyer is not authorized to and Buyer shall not include the Products on any Government catalog or indefinite delivery/indefinite quantity (IDIQ) contracts or similar Government "Schedule" contracts that have established price lists without Unisys advance written approval on a case by case basis through a written amendment to this Supplement. All remarketing by Buyer shall be in compliance with the Agreement, and this Supplement and any Addenda that may be issued by Unisys from time to time. Any breach of this provision shall be a material breach of this Supplement.

(c) It is understood and agreed by Buyer that Unisys hereby reserves the right to and may at any time, make direct sales to Government Customers in any Geographical Area, and/or appoint such other Government resellers in addition to Buyer to market to Government Customers in the Geographical Areas, as and upon terms that Unisys in its sole discretion, deems appropriate.

### II. Term

This Supplement shall become effective on the Effective Date set forth above, and shall continue in effect until the termination of the Agreement or upon thirty (30) days prior written notice of termination of this Supplement by either party, whichever is earlier. In the event of the breach of any of the provisions, terms or conditions of this Supplement by either party, such party shall be in default and the other party may, at its option, terminate this Supplement by giving written notice to the party in default without regard to the cure periods specified in the Agreement, and this Supplement shall be deemed terminated immediately upon the receipt of such notice by the party in default.

### III. Miscellaneous

Unless otherwise specifically provided to the contrary, words and expressions defined in the Agreement shall have the same meaning in this Supplement. All terms and conditions of the Agreement not amended herein shall remain in full force and effect. In the event of any conflict between the terms of this Supplement and the Agreement relating to the remarketing of Products to the Government, this Supplement shall take precedence.

**BUYER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS SUPPLEMENT AND IS NOT ENTERING INTO THIS SUPPLEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH IN IT.**

#### Agreed and Accepted

Unisys Corporation

Buyer

Computer Deductions Inc.

(Buyer company name)

(Signature)

Janine Huebner

(Printed typed name)

Contracts Manager  
Unisys Corporation

(Title)

(Signature)

Thomas J. Calabro

(Printed typed name)

Vice President

(Title)

**State Government Supplement Terms and Conditions**

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**1. Proposal Support**

Special pricing and/or other terms and conditions may be offered by Unisys to Buyer from time to time in response to specific requests by Buyer relating to individual Government procurements. All such requests shall be made in writing, shall be made in advance of any proposals or response by Buyer to the Government, shall clearly identify the applicable Government solicitation or procurement, and shall specify in detail the special terms requested by Buyer. Unisys shall have the right to accept or reject, in its sole discretion, any request, or any portion or provision thereof proposed by Buyer. Under no circumstances will Unisys be obligated to provide Products or services of any kind on terms other than those set forth in the Agreement without Unisys the prior written approval as set forth in a written amendment to this Supplement executed by duly authorized representatives of the parties that sets forth such special terms. If Buyer subsequently notifies Unisys that it has received a firm award relating to a procurement for which Unisys has agreed to special terms, the parties will execute an addendum to the Buyer's Order setting forth such special terms. Buyer agrees to purchase from Unisys all Products required to fulfill Buyer's obligations under a procurement bid in accordance with this Section 1. Special terms shall apply only to Products purchased for resale in connection with the procurement identified in Buyer's prior written request approved by Unisys and shall not apply to other purchases by Buyer.

**2. Government Regulations**

Buyer acknowledges that Unisys is a supplier of "off-the-shelf" Products and not a subcontractor providing unique products specifically designed or manufactured to meet Government requirements. As such, Buyer shall notify Unisys in writing in advance of any mandatory representations and certifications required of supplier by the Government with respect to Buyer's resale of the Products. Unisys reserves the right to require that Buyer use its best efforts to obtain waivers from the contracting officer of the procuring authority for any Government procurement regulations, including Federal Acquisition Regulations of the United States Government and applicable State statutes and regulations, with which Unisys is unable or unwillingly to comply, and if such waivers are not obtained, Buyer will not proceed with the procurement. No procurement regulations shall be included hereunder or be binding on Unisys unless specifically agreed to in advance by Unisys in writing.

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**3. Software License Terms for State Government Customers**

Buyer shall comply with all software and documentation (including technical data) labeling and other requirements required by all applicable State laws and regulations. In the event there are no specified labeling requirements for the applicable State Government, Buyer shall label all software Products and related documentation in accordance with Unisys policy and Buyer shall take all actions to protect all rights (including ownership) of Unisys and its licensors in the software Products and related documentation. Unisys may take such additional actions as it deems reasonable in order to protect its rights in software Products and related documentation.

**4. Review and Retention of Records**

In addition to any reports required of Buyer under the Agreement, Buyer shall provide to Unisys a "sales out" report on or before the 15th of each month listing for the prior month: all contracts/orders entered into with Government customers, the contracting Government customer, the date of contract execution, the Product categories, and the value of each contract. Buyer shall provide such additional information as is reasonably requested by Unisys. All records relating to contracts/orders between Buyer and a Government entity will be provided to Unisys upon request and will be retained by Buyer for at least three (3) years after the later of (i) the date of the final payment by the applicable Government entity, or (ii) the date of the final delivery of Products under the applicable contract/order. Buyer will permit Unisys to examine its business records during normal business hours for the purpose of verifying Buyer's compliance with the provisions of this Supplement.

**5. Indemnification**

Buyer agrees to defend, indemnify and hold Unisys harmless from and against any liability, damages, loss, injury, cost or expense whatsoever arising out of or resulting from a breach of this Supplement, or Buyer's obligations hereunder, by Buyer, its employees or agents.



Unisys

Schedule A - State and Local Government Entities

Products	State Government entity	Geographical areas	Added value
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Unisys

## Schedule B - Business Plan

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☐ Check if Buyer's State Government Business Plan approved by Unisys is attached

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A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.